

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W58XUW-3128-5713		PAGE 1 OF 161	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACA41-03-T-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALICE JEFFRES		b. TELEPHONE NUMBER (No Collect Calls) (816)983-3831		6. SOLICITATION ISSUE DATE 21-May-2003	
9. ISSUED BY USAED, KANSAS CITY 780 FEDERAL BUILDING 601 E 12TH STREET KANSAS CITY MO 64106-2896 TEL: (816) 983-3845 FAX: (816) 426-5169		CODE W58XUW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(A) SIC: 7623 SIZE STANDARD: \$6 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

NWK POC

CONTRACT Alice M. Jeffres PHONE: 816-983-3831 E-MAIL: Alice.M.Jeffres@usace.army.mil

SPECIALIST:

PROJECT David Werner PHONE: 816-983-3265 E-MAIL: David.E.Werner@usace.army.mil

MANAGER:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DOIM PM FFP Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004. PURCHASE REQUEST NUMBER: W58XUW-3128-5713				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	DOIM Preventative Maintenance FFP BLDG 24	1	Lump Sum		

CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964
 CARRIER, M/N: 39ED21, SN: 1083D07669
 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671
 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883
 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882
 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881

BLDG 136

CONTEMPO, M/N: 1532, SN: 20703
 EDPAC, M/N: CD8039, SN: 81321-1001A
 EDPAC, M/N: CD8039, SN: 81321-1001B
 EDPAC, M/N CDXA-21, SN: 64161-001A
 LIEBERT, M/N: FH199AA, SN: P10371
 LIEBERT, SN: 108784A
 CARRIER, M/N: 40RS024-010, SN: 593877
 AIR FAN, M/N: AH-220M, SN: 9143961AF
 YORK, M/N: YCUZ770E3, SN: YBYM657094
 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394
 LIEBERT, M/N: FH199A, SN: P10792
 CONTEMPO, M/N: 1532, SN: 20704

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	DOIM Unscheduled Maintenance FFP BLDG 24	1	Lump Sum		
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CALL FFP Base Year. HVAC equipment services. Period of performance is date of award through 30 June 2004.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Call Preventative Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	CALL Unscheduled Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CGSC FFP Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	CGSC Preventative Maintenance FFP BLDG 111	1	Lump Sum		
	LIEBERT, M/N: D-54, SN: 28586				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002				
	LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-001				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-002				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-003				
	TRANE, M/N: RAU-C-106-A, SN: C81J12022				
	MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB				
	LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379				
	MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB				
	MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB				
	MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30634				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30635				
	BLDG 120				
	LIEBERT, M/N: FH125A-A00, SN: 183987-001				
	LIEBERT, M/N: FH125A-A00, SN: 183987-002				
	LIEBERT, M/N: FH199A-A00, SN: 183987-003				
	LIEBERT, M/N: FH199A-A00, SN: 183987-004				
	LIEBERT, M/N: FH199A-A00, SN: 183987-005				
	LIEBERT, M/N: FH199A-A00, SN: 183987-006				
	LIEBERT, M/N: FH199A-A00, SN: 183987-007				
	LIEBERT, M/N: FH199A-A00, SN: 183987-008				
	LIEBERT, M/N: FH199A-A00, SN: 183987-009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		1	Lump Sum		

CGSC Unscheduled Maintenance
FFP
BLDG 111

LIEBERT, M/N: D-54, SN: 28586
LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001
LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002
LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A
LIEBERT, M/N: FH125A-CSE1, SN: 374104-001
LIEBERT, M/N: FH125A-CSE1, SN: 374104-002
LIEBERT, M/N: FH125A-CSE1, SN: 374104-003
TRANE, M/N: RAU-C-106-A, SN: C81J12022
MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB
LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379
MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB
MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB
MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB
CARRIER, M/N: 50TJ-014-531, SN: 4598G30634
CARRIER, M/N: 50TJ-014-531, SN: 4598G30635

BLDG 120

LIEBERT, M/N: FH125A-A00, SN: 183987-001
LIEBERT, M/N: FH125A-A00, SN: 183987-002
LIEBERT, M/N: FH199A-A00, SN: 183987-003
LIEBERT, M/N: FH199A-A00, SN: 183987-004
LIEBERT, M/N: FH199A-A00, SN: 183987-005
LIEBERT, M/N: FH199A-A00, SN: 183987-006
LIEBERT, M/N: FH199A-A00, SN: 183987-007
LIEBERT, M/N: FH199A-A00, SN: 183987-008
LIEBERT, M/N: FH199A-A00, SN: 183987-009

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					

NSC
FFP

Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	NSC Preventative Maintenance FFP BLDG 45	1	Lump Sum		

LIEBERT, M/N: FH302C-A10, SN: 172972-001
 LIEBERT, M/N: FH376C-A10, SN: 172972-005
 LIEBERT, M/N: FH376C-A10, SN: 172972-004
 LIEBERT, M/N: FH147C-C10, SN: 172972-006
 LIEBERT, M/N: FH376C-A10, SN: 172972-003
 LIEBERT, M/N: FH302C-A10, SN: 172972-002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	NSC Unscheduled Maintenance FFP BLDG 45	1	Lump Sum		

LIEBERT, M/N: FH302C-A10, SN: 172972-001
 LIEBERT, M/N: FH376C-A10, SN: 172972-005
 LIEBERT, M/N: FH376C-A10, SN: 172972-004
 LIEBERT, M/N: FH147C-C10, SN: 172972-006
 LIEBERT, M/N: FH376C-A10, SN: 172972-003
 LIEBERT, M/N: FH302C-A10, SN: 172972-002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	RDD FFP Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	RDD Preventative Maintenance FFP BLDG 52	1	Lump Sum		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	RDD Unscheduled Maintenance FFP BLDG 52	1	Lug		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	GIB FFP Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	GIB Preventative Maintenance FFP BLDG 120	1	Lump Sum		
York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992					
York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		1	Lump Sum		

GIB Unscheduled Maintenance
FFP
BLDG 120

York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992
York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007					

Munson Hospital
FFP

Base year. HVAC equipment services. Period of performance is date of award through 30 June 2004.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		1	Lump Sum		

Munson Hospital Preventative Maintenance
FFP
BLDG 343

Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M
Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		1	Lump Sum		

Munson Hospital Unschedule Maintenance
FFP
BLDG 343

Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M
Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008	McNair Hall FFP Base year. HVAC equipment services. Period of performance is 01 October 2003 through 30 June 2004.				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008AA	McNair Hall Preventative Maintenance FFP BLDG 286 Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008AB	McNair Hall Unscheduled Maintenance FFP BLDG 286 Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0009	Funston Hall FFP Base year. HVAC equipment services. Period of performance is 01 October 2003 through 30 June 2004.				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0009AA	Funston Hall Preventative Maintenance FFP BLDG 314 McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit. McQuay Model CDE 1610, Style 070161702 indoor evaporator unit. Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input. McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit Heating and Cooling water circulating pumps Thirty-seven floor mounted fan coil units Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor Two building exhaust fans in the attic Three building exhaust fans in the basement Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm Room.	1	Lump Sum		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	Funston Hall Unscheduled Maintenance FFP BLDG 314	1	Lump Sum		
	McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit. McQuay Model CDE 1610, Style 070161702 indoor evaporator unit. Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input. McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit Heating and Cooling water circulating pumps Thirty-seven floor mounted fan coil units Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor Two building exhaust fans in the attic Three building exhaust fans in the basement Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm Room.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	DOIM PM FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA		1	Lump Sum		
OPTION	DOIM Preventative Maintenance FFP BLDG 24				
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	DOIM Unscheduled Maintenance FFP BLDG 24	1	Lump Sum		
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	CALL FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	Call Preventative Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	CALL Unscheduled Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	CGSC FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		1	Lump Sum		
OPTION	CGSC Preventative Maintenance FFP BLDG 111				
	LIEBERT, M/N: D-54, SN: 28586				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002				
	LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-001				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-002				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-003				
	TRANE, M/N: RAU-C-106-A, SN: C81J12022				
	MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB				
	LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379				
	MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB				
	MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB				
	MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30634				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30635				
	BLDG 120				
	LIEBERT, M/N: FH125A-A00, SN: 183987-001				
	LIEBERT, M/N: FH125A-A00, SN: 183987-002				
	LIEBERT, M/N: FH199A-A00, SN: 183987-003				
	LIEBERT, M/N: FH199A-A00, SN: 183987-004				
	LIEBERT, M/N: FH199A-A00, SN: 183987-005				
	LIEBERT, M/N: FH199A-A00, SN: 183987-006				
	LIEBERT, M/N: FH199A-A00, SN: 183987-007				
	LIEBERT, M/N: FH199A-A00, SN: 183987-008				
	LIEBERT, M/N: FH199A-A00, SN: 183987-009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB		1	Lump Sum		
OPTION	CGSC Unscheduled Maintenance FFP BLDG 111				

LIEBERT, M/N: D-54, SN: 28586
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002
 LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-001
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-002
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-003
 TRANE, M/N: RAU-C-106-A, SN: C81J12022
 MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB
 LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379
 MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB
 MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB
 MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30634
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30635

BLDG 120

LIEBERT, M/N: FH125A-A00, SN: 183987-001
 LIEBERT, M/N: FH125A-A00, SN: 183987-002
 LIEBERT, M/N: FH199A-A00, SN: 183987-003
 LIEBERT, M/N: FH199A-A00, SN: 183987-004
 LIEBERT, M/N: FH199A-A00, SN: 183987-005
 LIEBERT, M/N: FH199A-A00, SN: 183987-006
 LIEBERT, M/N: FH199A-A00, SN: 183987-007
 LIEBERT, M/N: FH199A-A00, SN: 183987-008
 LIEBERT, M/N: FH199A-A00, SN: 183987-009

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004					
OPTION	NSC FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AA OPTION	NSC Preventative Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004AB OPTION	NSC Unscheduled Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	RDD FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AA		1	Lump Sum		
OPTION	RDD Preventative Maintenance FFP BLDG 52				
	DATAFLOW, M/N: CTT-22A4, SN: 8707D147				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB		1	Lug		
OPTION	RDD Unscheduled Maintenance FFP BLDG 52				
	DATAFLOW, M/N: CTT-22A4, SN: 8707D147				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006					
OPTION	GIB FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AA		1	Lump Sum		
OPTION	GIB Preventative Maintenance FFP BLDG 120				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992 York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006AB OPTION	GIB Unscheduled Maintenance FFP BLDG 120	1	Lump Sum		
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Munson Hospital FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AA OPTION	Munson Hospital Preventative Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007AB OPTION	Munson Hospital Unschedule Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	McNair Hall FFP Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AA OPTION	McNair Hall Preventative Maintenance FFP BLDG 286 Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008AB OPTION	McNair Hall Unscheduled Maintenance FFP BLDG 286 Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Funston Hall				
OPTION	FFP				
	Option I. HVAC equipment services. Period of performance is 01 July 2004 through 30 June 2005.				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009AA		1	Lump Sum		
OPTION	Funston Hall Preventative Maintenance				
	FFP				
	BLDG 314				
	McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit.				
	cQuay Model CDE 1610, Style 070161702 indoor evaporator unit.				
	Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input.				
	McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit				
	Heating and Cooling water circulating pumps				
	Thirty-seven floor mounted fan coil units				
	Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor				
	Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor				
	Two building exhaust fans in the attic				
	Three building exhaust fans in the basement				
	Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and				
	two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm				
	Room.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009AB		1	Lump Sum		
OPTION	Funston Hall Unscheduled Maintenance FFP BLDG 314				

McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit.
 McQuay Model CDE 1610, Style 070161702 indoor evaporator unit.
 Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input.
 McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit
 Heating and Cooling water circulating pumps
 Thirty-seven floor mounted fan coil units
 Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor
 Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor
 Two building exhaust fans in the attic
 Three building exhaust fans in the basement
 Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and
 two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm
 Room.

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					
OPTION	DOIM PM FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		1	Lump Sum		
OPTION	DOIM Preventative Maintenance FFP BLDG 24				
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	DOIM Unscheduled Maintenance FFP BLDG 24	1	Lump Sum		
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	CALL FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	Call Preventative Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	CALL Unscheduled Maintenance FFP BLDG 50 LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	CGSC FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA		1	Lump Sum		
OPTION	CGSC Preventative Maintenance FFP BLDG 111				
	LIEBERT, M/N: D-54, SN: 28586				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002				
	LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-001				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-002				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-003				
	TRANE, M/N: RAU-C-106-A, SN: C81J12022				
	MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB				
	LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379				
	MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB				
	MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB				
	MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30634				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30635				
	BLDG 120				
	LIEBERT, M/N: FH125A-A00, SN: 183987-001				
	LIEBERT, M/N: FH125A-A00, SN: 183987-002				
	LIEBERT, M/N: FH199A-A00, SN: 183987-003				
	LIEBERT, M/N: FH199A-A00, SN: 183987-004				
	LIEBERT, M/N: FH199A-A00, SN: 183987-005				
	LIEBERT, M/N: FH199A-A00, SN: 183987-006				
	LIEBERT, M/N: FH199A-A00, SN: 183987-007				
	LIEBERT, M/N: FH199A-A00, SN: 183987-008				
	LIEBERT, M/N: FH199A-A00, SN: 183987-009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB		1	Lump Sum		
OPTION	CGSC Unscheduled Maintenance FFP BLDG 111				

LIEBERT, M/N: D-54, SN: 28586
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002
 LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-001
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-002
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-003
 TRANE, M/N: RAU-C-106-A, SN: C81J12022
 MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB
 LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379
 MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB
 MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB
 MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30634
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30635

BLDG 120

LIEBERT, M/N: FH125A-A00, SN: 183987-001
 LIEBERT, M/N: FH125A-A00, SN: 183987-002
 LIEBERT, M/N: FH199A-A00, SN: 183987-003
 LIEBERT, M/N: FH199A-A00, SN: 183987-004
 LIEBERT, M/N: FH199A-A00, SN: 183987-005
 LIEBERT, M/N: FH199A-A00, SN: 183987-006
 LIEBERT, M/N: FH199A-A00, SN: 183987-007
 LIEBERT, M/N: FH199A-A00, SN: 183987-008
 LIEBERT, M/N: FH199A-A00, SN: 183987-009

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					
OPTION	NSC FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AA OPTION	NSC Preventative Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004AB OPTION	NSC Unscheduled Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	RDD FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA OPTION	RDD Preventative Maintenance FFP BLDG 52	1	Lump Sum		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AB OPTION	RDD Unscheduled Maintenance FFP BLDG 52	1	Lug		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	GIB FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AA OPTION	GIB Preventative Maintenance FFP BLDG 120	1	Lump Sum		
York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992 York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006AB OPTION	GIB Unscheduled Maintenance FFP BLDG 120	1	Lump Sum		
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Munson Hospital FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AA OPTION	Munson Hospital Preventative Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007AB OPTION	Munson Hospital Unschedule Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	McNair Hall FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AA OPTION	McNair Hall Preventative Maintenance FFP BLDG 286	1	Lump Sum		
	Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008AB OPTION	McNair Hall Unscheduled Maintenance FFP BLDG 286	1	Lump Sum		
	Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Funston Hall FFP Option II. HVAC equipment services. Period of performance is 01 July 2005 through 30 June 2006.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AA OPTION	Funston Hall Preventative Maintenance FFP BLDG 314 McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit. McQuay Model CDE 1610, Style 070161702 indoor evaporator unit. Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input. McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit Heating and Cooling water circulating pumps Thirty-seven floor mounted fan coil units Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor Two building exhaust fans in the attic Three building exhaust fans in the basement Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm Room.	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009AB OPTION	Funston Hall Unscheduled Maintenance FFP BLDG 314	1	Lump Sum		

McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit.
 McQuay Model CDE 1610, Style 070161702 indoor evaporator unit.
 Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input.
 McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit
 Heating and Cooling water circulating pumps
 Thirty-seven floor mounted fan coil units
 Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor
 Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor
 Two building exhaust fans in the attic
 Three building exhaust fans in the basement
 Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and
 two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm
 Room.

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	DOIM PM FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA		1	Lump Sum		
OPTION	DOIM Preventative Maintenance FFP BLDG 24				
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	DOIM Unscheduled Maintenance FFP BLDG 24	1	Lump Sum		
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	CALL FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	Call Preventative Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB OPTION	CALL Unscheduled Maintenance FFP BLDG 50	1	Lump Sum		
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	CGSC FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA		1	Lump Sum		
OPTION	CGSC Preventative Maintenance FFP BLDG 111				
	LIEBERT, M/N: D-54, SN: 28586				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002				
	LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-001				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-002				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-003				
	TRANE, M/N: RAU-C-106-A, SN: C81J12022				
	MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB				
	LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379				
	MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB				
	MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB				
	MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30634				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30635				
	BLDG 120				
	LIEBERT, M/N: FH125A-A00, SN: 183987-001				
	LIEBERT, M/N: FH125A-A00, SN: 183987-002				
	LIEBERT, M/N: FH199A-A00, SN: 183987-003				
	LIEBERT, M/N: FH199A-A00, SN: 183987-004				
	LIEBERT, M/N: FH199A-A00, SN: 183987-005				
	LIEBERT, M/N: FH199A-A00, SN: 183987-006				
	LIEBERT, M/N: FH199A-A00, SN: 183987-007				
	LIEBERT, M/N: FH199A-A00, SN: 183987-008				
	LIEBERT, M/N: FH199A-A00, SN: 183987-009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB		1	Lump Sum		
OPTION	CGSC Unscheduled Maintenance FFP BLDG 111				

LIEBERT, M/N: D-54, SN: 28586
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002
 LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-001
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-002
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-003
 TRANE, M/N: RAU-C-106-A, SN: C81J12022
 MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB
 LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379
 MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB
 MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB
 MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30634
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30635

BLDG 120

LIEBERT, M/N: FH125A-A00, SN: 183987-001
 LIEBERT, M/N: FH125A-A00, SN: 183987-002
 LIEBERT, M/N: FH199A-A00, SN: 183987-003
 LIEBERT, M/N: FH199A-A00, SN: 183987-004
 LIEBERT, M/N: FH199A-A00, SN: 183987-005
 LIEBERT, M/N: FH199A-A00, SN: 183987-006
 LIEBERT, M/N: FH199A-A00, SN: 183987-007
 LIEBERT, M/N: FH199A-A00, SN: 183987-008
 LIEBERT, M/N: FH199A-A00, SN: 183987-009

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004					
OPTION	NSC FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA OPTION	NSC Preventative Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AB OPTION	NSC Unscheduled Maintenance FFP BLDG 45	1	Lump Sum		
	LIEBERT, M/N: FH302C-A10, SN: 172972-001				
	LIEBERT, M/N: FH376C-A10, SN: 172972-005				
	LIEBERT, M/N: FH376C-A10, SN: 172972-004				
	LIEBERT, M/N: FH147C-C10, SN: 172972-006				
	LIEBERT, M/N: FH376C-A10, SN: 172972-003				
	LIEBERT, M/N: FH302C-A10, SN: 172972-002				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	RDD FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AA OPTION	RDD Preventative Maintenance FFP BLDG 52	1	Lump Sum		
	DATAFLOW, M/N: CTT-22A4, SN: 8707D147				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AB OPTION	RDD Unscheduled Maintenance FFP BLDG 52	1	Lug		
	DATAFLOW, M/N: CTT-22A4, SN: 8707D147				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	GIB FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AA OPTION	GIB Preventative Maintenance FFP BLDG 120	1	Lump Sum		
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992 York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006AB		1	Lump Sum		
OPTION	GIB Unscheduled Maintenance FFP BLDG 120				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007					
OPTION	Munson Hospital FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AA		1	Lump Sum		
OPTION	Munson Hospital Preventative Maintenance FFP BLDG 343				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007AB		1	Lump Sum		
OPTION	Munson Hospital Unschedule Maintenance FFP BLDG 343				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	McNair Hall FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AA OPTION	McNair Hall Preventative Maintenance FFP BLDG 286 Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit Indoor evaporator unit Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008AB OPTION	McNair Hall Unscheduled Maintenance FFP BLDG 286 Trane Climate Changer Outside Air Handling Unit, 3300 CFM Heating and Cooling water circulating pumps. Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors. Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors. Eighteen floor mounted fan coil units in the basement	1	Lump Sum		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	Funston Hall FFP Option III. HVAC equipment services. Period of performance 01 July 2006 through 30 June 2007.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AA OPTION	Funston Hall Preventative Maintenance FFP BLDG 314 McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit. McQuay Model CDE 1610, Style 070161702 indoor evaporator unit. Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input. McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit Heating and Cooling water circulating pumps Thirty-seven floor mounted fan coil units Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor Two building exhaust fans in the attic Three building exhaust fans in the basement Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm Room.	1	Lump Sum		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009AB		1	Lump Sum		
OPTION	Funston Hall Unscheduled Maintenance FFP BLDG 314				

McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit.
 McQuay Model CDE 1610, Style 070161702 indoor evaporator unit.
 Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input.
 McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit
 Heating and Cooling water circulating pumps
 Thirty-seven floor mounted fan coil units
 Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor
 Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor
 Two building exhaust fans in the attic
 Three building exhaust fans in the basement
 Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and
 two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm
 Room.

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001					
OPTION	DOIM PM FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA		1	Lump Sum		
OPTION	DOIM Preventative Maintenance FFP BLDG 24				
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	DOIM Unscheduled Maintenance FFP BLDG 24	1	Lump Sum		
	CARRIER, M/N: 38AH-034---510AA, SN: 2102F55964 CARRIER, M/N: 39ED21, SN: 1083D07669 STULZ CONTROL 4000, M/N: MC221A, SN: 9307671 STULZ CONTROL 4000, M/N: MC221A, SN: 9203883 STULZ CONTROL 4000, M/N: MC602A, SN: 9203882 STULZ CONTROL 4000, M/N: MC602A, SN: 9203881				
	BLDG 136				
	CONTEMPO, M/N: 1532, SN: 20703 EDPAC, M/N: CD8039, SN: 81321-1001A EDPAC, M/N: CD8039, SN: 81321-1001B EDPAC, M/N CDXA-21, SN: 64161-001A LIEBERT, M/N: FH199AA, SN: P10371 LIEBERT, SN: 108784A CARRIER, M/N: 40RS024-010, SN: 593877 AIR FAN, M/N: AH-220M, SN: 9143961AF YORK, M/N: YCUZ770E3, SN: YBYM657094 TRANE, M/N: RAUCC806PB132D9, SN: J92B64394 LIEBERT, M/N: FH199A, SN: P10792 CONTEMPO, M/N: 1532, SN: 20704				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	CALL FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA		1	Lump Sum		
OPTION	Call Preventative Maintenance FFP BLDG 50				
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB		1	Lump Sum		
OPTION	CALL Unscheduled Maintenance FFP BLDG 50				
	LIEBERT SYSTEM 3, SN: P06956 CARRIER COBRA, M/N: AA1CJ018-C, SN: 2896E12656 CARRIER, M/N: 50SS-030-321, SN: 4199G41376				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003					
OPTION	CGSC FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA		1	Lump Sum		
OPTION	CGSC Preventative Maintenance FFP BLDG 111				
	LIEBERT, M/N: D-54, SN: 28586				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001				
	LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002				
	LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-001				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-002				
	LIEBERT, M/N: FH125A-CSE1, SN: 374104-003				
	TRANE, M/N: RAU-C-106-A, SN: C81J12022				
	MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB				
	LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379				
	MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB				
	MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB				
	MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30634				
	CARRIER, M/N: 50TJ-014-531, SN: 4598G30635				
	BLDG 120				
	LIEBERT, M/N: FH125A-A00, SN: 183987-001				
	LIEBERT, M/N: FH125A-A00, SN: 183987-002				
	LIEBERT, M/N: FH199A-A00, SN: 183987-003				
	LIEBERT, M/N: FH199A-A00, SN: 183987-004				
	LIEBERT, M/N: FH199A-A00, SN: 183987-005				
	LIEBERT, M/N: FH199A-A00, SN: 183987-006				
	LIEBERT, M/N: FH199A-A00, SN: 183987-007				
	LIEBERT, M/N: FH199A-A00, SN: 183987-008				
	LIEBERT, M/N: FH199A-A00, SN: 183987-009				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB		1	Lump Sum		
OPTION	CGSC Unscheduled Maintenance FFP BLDG 111				

LIEBERT, M/N: D-54, SN: 28586
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-001
 LIEBERT CHALLENGER, M/N: BF067A-CSM, SN: 345130-002
 LIEBERT CHALLENGER 2, M/N: CU-066A-C00, SN: 154414A
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-001
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-002
 LIEBERT, M/N: FH125A-CSE1, SN: 374104-003
 TRANE, M/N: RAU-C-106-A, SN: C81J12022
 MAGIC CHEF, M/N: 265 W-2, SN: A14285KLB
 LIEBERT, M/N: MME036E-PHEDO, SN: 992400107379
 MAGIC CHEF, M/N: CJK6053-2, SN: A01792DHB
 MAGIC CHEF, M/N: 26PW-2, SN: A19913JJB
 MAGIC CHEF, M/N: CJK6053-2, SN: A00179CJB
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30634
 CARRIER, M/N: 50TJ-014-531, SN: 4598G30635

BLDG 120

LIEBERT, M/N: FH125A-A00, SN: 183987-001
 LIEBERT, M/N: FH125A-A00, SN: 183987-002
 LIEBERT, M/N: FH199A-A00, SN: 183987-003
 LIEBERT, M/N: FH199A-A00, SN: 183987-004
 LIEBERT, M/N: FH199A-A00, SN: 183987-005
 LIEBERT, M/N: FH199A-A00, SN: 183987-006
 LIEBERT, M/N: FH199A-A00, SN: 183987-007
 LIEBERT, M/N: FH199A-A00, SN: 183987-008
 LIEBERT, M/N: FH199A-A00, SN: 183987-009

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004					
OPTION	NSC FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AA		1	Lump Sum		
OPTION	NSC Preventative Maintenance FFP BLDG 45				

LIEBERT, M/N: FH302C-A10, SN: 172972-001
 LIEBERT, M/N: FH376C-A10, SN: 172972-005
 LIEBERT, M/N: FH376C-A10, SN: 172972-004
 LIEBERT, M/N: FH147C-C10, SN: 172972-006
 LIEBERT, M/N: FH376C-A10, SN: 172972-003
 LIEBERT, M/N: FH302C-A10, SN: 172972-002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004AB		1	Lump Sum		
OPTION	NSC Unscheduled Maintenance FFP BLDG 45				

LIEBERT, M/N: FH302C-A10, SN: 172972-001
 LIEBERT, M/N: FH376C-A10, SN: 172972-005
 LIEBERT, M/N: FH376C-A10, SN: 172972-004
 LIEBERT, M/N: FH147C-C10, SN: 172972-006
 LIEBERT, M/N: FH376C-A10, SN: 172972-003
 LIEBERT, M/N: FH302C-A10, SN: 172972-002

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005					
OPTION	RDD FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AA OPTION	RDD Preventative Maintenance FFP BLDG 52	1	Lump Sum		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AB OPTION	RDD Unscheduled Maintenance FFP BLDG 52	1	Lug		
DATAFLOW, M/N: CTT-22A4, SN: 8707D147					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	GIB FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AA OPTION	GIB Preventative Maintenance FFP BLDG 120	1	Lump Sum		
York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992 York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992					

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006AB OPTION	GIB Unscheduled Maintenance FFP BLDG 120	1	Lump Sum		
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00139 H 0992				
	York 400 Ton Chiller Model # YT H3 J3 E1-CN F Serial # 00106 H 0992				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Munson Hospital FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AA OPTION	Munson Hospital Preventative Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007AB OPTION	Munson Hospital Unschedule Maintenance FFP BLDG 343	1	Lump Sum		
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00686M				
	Trane 250 Ton Chiller Model # CVHE320 Serial # L99B00687M				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	McNair Hall FFP Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AA OPTION	McNair Hall Preventative Maintenance FFP BLDG 286	1	Lump Sum		

Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit
Indoor evaporator unit
Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input
Trane Climate Changer Outside Air Handling Unit, 3300 CFM
Heating and Cooling water circulating pumps.
Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors.
Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors.
Eighteen floor mounted fan coil units in the basement

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008AB OPTION	McNair Hall Unscheduled Maintenance FFP BLDG 286	1	Lump Sum		

Trane RAUCD124PC132D3 120T outdoor air cooled condensing unit
Indoor evaporator unit
Four MultiPulse HydroTherm boilers, Model M-300, 299,000 BTUH input
Trane Climate Changer Outside Air Handling Unit, 3300 CFM
Heating and Cooling water circulating pumps.
Fourteen horizontal (eight first floor, six second floor), belt driven, fan coil units, Majic Air Model 48BHW4 with two speed motors.
Eleven horizontal (five first floor, five second floor), belt driven, fan coil units, Majic Air Model 36BHW4 with two speed motors.
Eighteen floor mounted fan coil units in the basement

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Funston Hall				
OPTION	FFP				
	Option IV. HVAC equipment services. Period of performance is 01 July 2007 through 30 June 2008.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AA		1	Lump Sum		
OPTION	Funston Hall Preventative Maintenance				
	FFP				
	BLDG 314				
	McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit.				
	McQuay Model CDE 1610, Style 070161702 indoor evaporator unit.				
	Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input.				
	McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit				
	Heating and Cooling water circulating pumps				
	Thirty-seven floor mounted fan coil units				
	Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor				
	Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor				
	Two building exhaust fans in the attic				
	Three building exhaust fans in the basement				
	Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and				
	two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm				
	Room.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009AB		1	Lump Sum		
OPTION	Funston Hall Unscheduled Maintenance FFP BLDG 314				
	McQuay ALP230C, S.N. 5ZA8183001, 230T outdoor air cooled condensing unit. McQuay Model CDE 1610, Style 070161702 indoor evaporator unit. Eight Hydrotherm Model AM-300 pulse boilers, 300,000 BTUH input. McQuay Model MSB108EH, SN 32A00021-00 Outside Air Handling Unit Heating and Cooling water circulating pumps Thirty-seven floor mounted fan coil units Eighteen McQuay Horizontal concealed Fan Coil Units on the First Floor Seventeen McQuay Horizontal concealed Fan Coil Units on the Second Floor Two building exhaust fans in the attic Three building exhaust fans in the basement Two 2.5 ton Mitsubishi Electric Model PUG 30 BKB condensing units outside and two Mitsubishi Electric Model PC 30 EK ductless indoor DX fan coils in Comm Room.				

NET AMT

NOTICE TO VENDORS

A. Vendors must bid on all items and entire quantities contained in the basic contract and option years. Bids received not complying with this requirement will be considered nonresponsive and will be rejected.

B. Bidders must complete all fill-ins and send or deliver all return pages, by the due date and time, to:

US Army Corps of Engineers
Attn: Alice Jeffres
601 E 12th Street, Rm 760
Kansas City MO 64106-2896

Bids must be received 19 June 2003
by 2:00 p.m.

Important Please mark the outside of your envelope “CONTRACT PROPOSAL
DACA41-03-T-0002”

C. Successful bidder must be registered with Central Contractor Registration before start of work. By submission of a bid, the bidder acknowledges the requirement that a prospective awardee must be registered in the CCR data base prior to award, during performance, and through final payment of any contract resulting from the solicitation. See Clause 252.204-7004.

D. VISA IMPAC cards will be used to pay individual invoices. See Section C.5.7.

E. A Site Visit will be held 06 June 2003 at 10:00 AM at the Frontier Conference Center, Fort Leavenworth, Kansas.

Access to Fort: Anyone accessing the Fort needs to have one picture ID, preferably a driver's license and a second ID such as a credit card. If you are arriving in a privately owned vehicle make sure you have proof of insurance and a valid vehicle registration. If arriving in a rental vehicle be sure you have a copy of your rental agreement. Be prepared to have the vehicle searched. Also they will ask for your destination. Tell them, Frontier Conference Center, you can use Brendan Dingman for a point of contact at (913) 684-5095.

A map is available to be downloaded labeled “Site Visit Map.”

F. Attachment I
Wage Rates

G. Attachment II
Pricing worksheet. Attachment II is to be downloaded separate from the solicitation due to document size. Award of this contract will be based on the individual prices submitted on Attachment II.

STATEMENT OF WORK

C.1. GENERAL. The Contractor shall furnish all necessary labor, supervision, materials, tools, and equipment to perform all comprehensive inspections, preventive maintenance, testing, adjustment, and repair of Heating, Ventilating, Air Conditioning, and other listed equipment, controls, and utility connections. This work shall be performed on HVAC equipment at Fort Leavenworth, Kansas and shall include, but not be limited to the specific items and systems mentioned in paragraph C.5.

C.1.1. The work described under the following paragraphs shall be performed by the Contractor and unless otherwise specified applies to all parts of the units, associated equipment, controls, and utility connections.

C.1.2. Prices. The pricing shall be as follows:

C.1.2.1. The prices for preventive maintenance shall include labor and supplies including those listed in C.4. necessary to perform the preventative maintenance listed in C.5.1.

C.1.2.2. Pricing for unscheduled maintenance shall include the hourly rate to perform installation of the repair parts and remedial maintenance (see paragraph C.1.3.2.), and the cost of repair parts. Price of repair parts shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the Government, and in no event shall the price exceed the Contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower. A catalog price list or suppliers invoice will be furnished to support the cost of the repair replacement parts.

C.1.3. Scope of Work. The work to be performed includes, but is not limited to the following features:

C.1.3.1. Monthly preventive maintenance of HVACR equipment listed on the Bid Worksheet accompanying the Bid Schedule

C.1.3.2. Perform all unscheduled maintenance on the same units on an "as needed" basis remedial maintenance.

C.1.3.3. All buildings will be occupied during performance of the work.

C.1.3.4. The Contractor shall keep the equipment in good operating condition and, subject to security regulations; the Government shall provide physical access to the equipment to perform maintenance service. The basic monthly maintenance charge entitles the Government to preventative maintenance service during a Principal Period of Maintenance (7:30 a.m. to 4:30 p.m., Monday through Friday, Legal Holidays excluded).

C.1.3.5. For those units operating on a mixture of glycol and water, maintain the level of glycol between 35% and 40%.

C.1.3.6. Unsafe Work. Contractor found performing unsafe acts or creating unsafe conditions may be subject to a work stoppage until the deficiencies are corrected. A work stoppage due to unsafe acts or conditions will not constitute an adjustment to the contract.

C.2. DEFINITIONS

C.2.1. Air conditioning equipment and systems shall include, but not be limited to: air conditioning condensing units, motor, compressor, condenser, condenser fan, condenser time clock, piping dehydrator, refrigerant, relays, starters, controls, thermostats, evaporator housing, fan assembly, fan motor, belts, pulleys, cooling controls, transformers, wiring (460, 240, and 120 volt), utility connections, condensate drains, and piping and air filters.

C.2.2. Preventive Maintenance. Preventive maintenance shall include all tasks listed in C.5.1. and be performed during the Government's working hours. The schedule for performance of preventative maintenance is listed in C.5.1. This schedule may be modified by mutual agreement.

C.2.3. Unscheduled Maintenance. Unscheduled maintenance shall include all maintenance and repair service not included within preventative maintenance. Unscheduled maintenance/repair service shall be performed after notification that the equipment is inoperative. The Contractor shall provide the Government with designated point(s) to receive such notifications.

C.3. RESPONSIBILITIES OF THE GOVERNMENT

C.3.1. The Government shall provide adequate working space, including heat, light ventilation, electric current, and outlets for the use of the Contractor maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

C.3.2. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under this contract unless agreed to by the Contractor.

C.3.3. Subject to security regulations, the Government shall permit the Contractor physical access to the equipment that is to be maintained. Security clearances will not be required, however, for any equipment that is in a secure area, the Government will provide escorts.

C.3.4. In the case that maintenance credits apply, the Government shall request promptly (within 90 calendar days from date of occurrence) in writing the applicable credits for the month to be applied against other charges. The request shall list the following information:

Type and model number(s) of machine(s), date of occurrence period of downtime, and credit due

C.3.5. A list of personnel authorized to contact the Contractor for service is included in the Bid Worksheet accompanying the Bid Schedule. Service calls from unauthorized personnel are not valid. The Contractor shall keep a record of the calls, the data and time received, and the person requesting service.

C.4. CONTRACTOR FURNISHED ITEMS

C.4.1. Contractor Furnished Items. The Contractor shall supply all required tools, cleaning agents and parts needed to perform the maintenance and repair of the equipment covered by this contract. The number of maintenance personnel required to respond to a request for maintenance service shall be determined by the Contractor in accordance with sound maintenance procedures.

C.4.2. Repair Parts. The Contractor shall maintain an inventory of parts, maintenance manuals, schematic diagrams, amendments, tools, and test equipment. This inventory will consist of a level of parts and documentation that is consistent with that established for proper maintenance for each type of air conditioning unit covered under this contract.

C.4.2.1. All parts furnished, either as spares or as repair parts in connection with repair of equipment, will be warranted against defects in materials and workmanship for a minimum period of 90 calendar days. If the parts manufacturer offers a longer warranty, the Contractor will extend the longer warranty to the Government under this contract. The Contractor's obligation shall be to repair or replace the defective parts at no additional charge to the Government.

C.4.2.2. Only new original equipment manufacturer's (OEM) standard parts or parts of equal quality shall be used in effecting repairs. Parts that have been replaced become the property of the Contractor; any trade-in value will be credited to the Government. Contractor shall use only virgin refrigerant or reclaimed refrigerant that meets ARI-700 standards.

C.4.2.3. Submittals. Within 10 calendar days of receipt of notice of an award and before ordering materials and equipment, the Contractor shall submit for approval to the Contracting Officer all items listed below. The deliverables shall indicate contract number and shall be mailed or carried directly to the addressee shown below. The deliverables must be approved by the Contracting Officer before the Contractor can begin work. The Government shall have up to 14 calendar days to review the Contractor deliverables.

U. S. Army Corps of Engineers
Fort Leavenworth Area Office
750 W. Warehouse Rd.
Fort Leavenworth, KS 66027-2340

- a. Six Copies of Material Safety Data Sheets.
- b. Three copies of inspection reports / checklists for each scheduled inspection.
- c. Three copies of Contractor designated point(s) of contact to enable its maintenance representative to receive such notification.
- d. Three copies of certificate stating that the technician or service personnel have been trained to properly use SCBA (self contained breathing apparatus) and a written emergency response procedures.
- e. Three copies of the technician's current EPA license.

C.5. RESPONSIBILITIES OF THE CONTRACTOR

C.5.1. HVACR Required Preventative Maintenance. HVACR system preventative maintenance for the equipment listed below shall include the following, and shall be performed at the following intervals:

C.5.1.1 Computer Room Air Conditioners (CRAC). This includes DOIM, CALL, CGSC, NSC, and RDD.

Specific Equipment.

The equipment is listed on the Bid Worksheet accompanying the Bid schedule.

Specific Tasks

- a. Clean the condenser coils as conditions dictate with a metal cleaner appropriate for use on copper and aluminum.
- b. Check evaporators for restrictions of air through coil. Clean coils with above-mentioned metal cleaner.
- c. Repair any refrigerant leaks.
- d. Check refrigerant charge according to manufacturer recommendation and add refrigerant to provide sufficient charge (per manufacturer recommendation) for operation. The charge condition (superheat, subcool, etc.) shall be reported on the check sheet.
- e. Lubricate condenser fan motors, evaporator motors, and blower bearings, or any part, sub assembly, or component that may require lubrication to maintain optimum performance.
- f. Adjust and tighten belts (belts shall be replaced if defective).
- g. Repair or replace defective pulleys.
- h. Align pulleys.
- i. Check the operation of thermostats and wiring between air conditioning units and thermostats.
- j. Check air filters, and replace if necessary.
- k. Repair any structural failures due to vibration, excessive wear, etc.
- l. Measure and record all current/voltage readings of the following: Compressors, pumps, evaporator fan motors, condenser fan motors, heaters, and humidifier assemblies.
- m. Check the overall system condition for safe and correct operation, including calibration, lubrication, and cleanliness of air filter.

- n. Check humidifier assemblies for proper operation, controls, piping hoses, and elements. Maintain clog free drains. Monthly, or as needed, descaling of reservoirs and heating elements required. Replace humidifier elements (cartridges, pads, or drums) as required.

C.5.1.2. Equipment for GIB-Building #120 and Munson Army Hospital – Building #343:

Specific Equipment

The equipment is listed on the Bid Worksheet accompanying the Bid schedule.

Specific Tasks

Description: The annual equipment shutdown inspection will be done in April and shall be completed within five working days. The operating period for all units is all year long. Operating season inspections will be done three times during the year and scheduled as follows; in July, October, January and completed within two working days for each inspection. The start-up and shutdown will be dictated by the weather: therefore, the functional POC listed in the bid worksheet accompanying the Bid Schedule will notify the Contractor when the actual start –up or shut down will occur. The Contractor will have 48 hours to respond to the call for operating season inspections, and annual equipment shutdown inspections. If the call is placed on Friday, then the Contractor shall report at the beginning of the work hours on the following Monday. The Contractor shall keep a record of the calls, the date and time received, and the person requesting service

Scheduling: The Contractor shall provide to the Contracting Officer the name and phone number to be the point of contact to schedule the appointments. The Contractor will be notified by the functional POC listed in the bid worksheet accompanying the Bid Schedule of the scheduled inspections stated above. Contractor shall have 72 hours to respond to the call for the scheduled inspections. Contractor shall notify the Contracting Officer of the date and time he or she plans to be on a site to perform the work.

SCBA: The existing mechanical rooms have refrigerant detectors. The detector is Yokogawa model no. HGM-200. The Contractor shall be required to work in contaminated space. The Contractor shall have SCBA (self-contained breathing apparatus) nearby at all times when performing work on the chillers. When the alarm does sound, the Contractor is required to wear SCBA and other appropriate PPE required by the R123 Material Data Safety Sheets while working until the level does drop below 10 PPM. The Contractor shall have a written emergency response IAW 29 CFR 1910.134 Respiratory Protection.

Annual Equipment Shutdown Inspection and Preventative Maintenance (Once a Year in April):

- a. Check the compressor-motor assembly for the following items and perform preventative maintenance tasks as indicated:
 - 1. Record Voltages
 - 2. Meg and record motor winding resistance.
 - 3. Lubricate open motor.
 - 4. Check the alignment on open drive units.
 - 5. Check the coupling.
 - 6. Check seals.
 - 7. Check inlet vane operator and linkage, lubricate where required by the manufacturer.
- b. Check and service the compressor oil system for the following items:
 - 1. Change oil, oil filter and dryer.

2. Oil analysis service: Conduct analysis on oil and oil filter at an independent laboratory. Turn results of the test to the Contracting Officer within 14 calendar days after analysis.
 3. Check oil pump, seal and motor
 4. Clean the dirt leg.
 5. Check heater and thermostat.
 6. Check all other oil system components including cooler, strainer and solenoid valves where applicable.
- c. Check motor starters and perform the following tasks.
1. Run diagnostic check.
 2. Clean or replace contacts where required.
 3. Check linkage.
 4. Meg motor.
 5. Check all terminals and tighten connections.
 6. Check overloads, dash pot oil and calibrate.
 7. Clean or replace air filters where required.
 8. Dry run before start-up: check status lights.
 9. Review and check the control panel for the following items:
 10. Diagnostic check of the Micro Control Panel.
 11. Check Safety shutdown operation.
 12. Check all terminals and tighten connections.
 13. Check display data accuracy and set points.
- d. Review and check the purge unit for the following items:
1. Check the operation of the unit.
 2. Change oil.
 3. Clean filter dryers.
 4. Clean the orifice in the liquid feedline to coil.
 5. Clean solenoid valves.
 6. Clean purge drum, check and clean float valve: replace gaskets.
 7. Check heater operation.
 8. Check all other components for proper condition and operation as recommended by the manufacturer: record pressure control set points.
- e. Check the condenser for the following items:
1. Check the water flow.
 2. Check flow switch operation.
 3. Remove condenser head and check end sheets.
 4. Mechanically brush clean condenser water tubes either automatically or manually.
- f. Check the cooler for the following items:

1. Check the water flow.
 2. Check flow switch operation.
 3. Check refrigerant level and charge as required.
 4. Check the system for the following items:
 5. Conduct a leak check and identify leak sources for repairs.
 6. Record condition of sight glasses.
 7. Check refrigerant cycle to verify the proper operating balances.
 8. Replace all filters.
 9. Check condenser water and chilled water heat transfer.
- g. General items included:
1. Repair insulation removed for inspection and maintenance procedures.
 2. Clean equipment and surrounding area upon completion of work.
 3. Consult with operators.
 4. Report deficiencies and repairs as required.

Operating Season Inspections (Three Times a Year in July, October and January):

- a. Inspect chiller and adjust safety controls.
- b. Check purge operation.
- c. Check operation of operating and safety controls.
- d. Check oil and refrigerant levels and charge as required.
- e. Check operation of lube system.
- f. Check the oil return system.
- g. Check operation of motor and starter.
- h. Record operating conditions.
- i. Check log and review chiller and system operation with operators.
- j. Conduct routine maintenance as recommended and required by the chiller manufacturer.
- k. Log and report repairs and parts that are required.
- l. Check auxiliary equipment operation.

C.5.1.3 Funston and McNair Halls

Specific Equipment

The equipment is listed on the Bid Worksheet accompanying the Bid schedule.

Specific Tasks

BI-MONTHLY INSPECTIONS (McNAIR AND FUNSTON HALLS)

- a. Replace all air filters at the fan coil units and the outside air fan. Replacement filters shall be group II pleated panel-type per AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE) Standard 52.1-Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.

- b. Treat coil fins and drain pans for molds with a 10:1 ratio of water to household bleach.
- c. Check belts on fan coil units and replace if necessary.
- d. Check and adjust air handler belts, replace if necessary.

QUARTERLY INSPECTIONS

- a. Inspect the outside air fan/motor assembly fan belts for proper tension, excessive wear, and good alignment. Inspect coil for fouling and blockage, clean if necessary. Inform the Government's QA person and give a date and time of work to clean. Record condition.
- b. Lubricate the outside air fan bearings and the fan shaft bearings as recommended by the unit manufacturer.
- c. Inspect supply fan motor starter for wear and pitting. Record condition.
- d. Check outside air damper and building exhaust air damper assembly operation. Record condition.
- e. Inspect the chilled water coils for fouling and blockage, clean if necessary. Inspect the condensate drain pan, clean if necessary. Inspect the condensate drain line for blockage, unplug, if necessary. Record condition. Record the entering and leaving air temperature, the entering and leaving water temperature and water pressure drop. This inspection shall be made before the cooling season starts and quarterly throughout the cooling season. The cooling season runs from April 16 through October 14.
- f. Inspect the hot water coils for fouling and blockage, clean if necessary. Record condition. Record the entering and leaving air temperature, the entering and leaving water temperature and water pressure drop. This inspection shall be made before the heating season starts and quarterly throughout the heating season. The heating season runs from October 15 through April 15.

INSPECTIONS PRIOR TO HEATING SEASON

- a. Inspect all boiler system components: i.e. boiler housing, hot water pumps, gas train, controls, etc. Record condition.
- b. Exercise all manual shutoff gas valves and lubricate per manufacturer's recommendations.
- c. Perform a complete startup, testing each of the following safety controls. Record conditions and settings. Calibrate, if required.
 - 1. Low boiler water flow
 - 2. High boiler water temperature.
 - 3. Combustion controls
 - 4. Gas safety shutoff valves.
- d. Check air intake and exhaust piping for sagging and broken tube hanger straps. Check air intake and exhaust outlets for any blockage or restrictions. Check temperature/pressure indicator to assure proper water pressure in the boiler. With the boiler operating, check all air intake and exhaust piping for audible leaks, visible cracks, or unsealed joints.
- e. Check for any gas leaks and shut off the affected area and note location.
- f. During startup, perform operational test and log each of the following:
 - 1. Hot water inlet temperature.
 - 2. Hot water outlet temperature.
 - 3. Hot water temperature controller setting.
- g. Lubricate heating water pumps.
- h. Check and align (if necessary) pump couplings.

INSPECTIONS PRIOR TO COOLING SEASON

- a. Inspect and service the condenser components as follows:
 - 1. Lubricate the condenser fan motor bearings and the condenser fan bearings per manufacturer's recommendations.
 - 2. Check the condenser coil for fouling and clean as needed. Record condition.
 - 3. Check the condenser fan belts for proper tension, excessive wear, and good alignment.
 - 4. Record condition.
 - 5. Check operation of low ambient assembly.
- b. Check system for proper refrigerant charge. Recharge if necessary. Record information.
- c. Lubricate cooling water pumps. Check and align (if necessary) pump couplings.

C.5.2. Work Sequence. The Contractor shall prepare a check sheet that will indicate the maintenance performed, the date of actual performance and any comments. This sheet shall be filled out for each air conditioning unit and a copy of the completed sheet will be provided to the Point of contact for the unit serviced listed in the Bid Worksheet accompanying the Bid schedule on the day the work is completed. Scheduled maintenance shall begin 10 days after 1 Jul 03 or date of contract award whichever is later and shall be done at the intervals specified in paragraph C.5.1 thereafter for the duration of the contract period.

C.5.3. Other Work. Other work required but not specified in paragraph 5.1 shall be classified as Unscheduled Maintenance.

C.5.3.1. Unscheduled Maintenance. Unscheduled maintenance, service, and repairs will be performed as required on a service call basis, subject to the following requirements.

C.5.3.2. Replacement Units. When the cost of repair of any equipment will exceed 30% of the replacement cost, the Contractor shall immediately notify the Contracting Officer, prior to performing any of the repair work.

C.5.3.3. When the cost of repair of a window unit will exceed 50% of the replacement cost, the Contractor shall immediately notify the Contracting Officer, prior to performing any of the repair work.

C.5.3.4. When the cost of any unscheduled maintenance exceeds \$2,000.00, the Contractor shall notify the Contracting Officer prior to performing the repair. The Contractor shall notify the financial point of contact listed in the bid worksheet for the specific equipment to obtain approval for performing repairs equal or below \$2,000.00.

C.5.3.5. Factory Refurbishment or Overhaul. Upon request of the Government, the Contractor shall obtain and provide an estimate of the cost to perform factory refurbishment or overhaul of a machine. Refurbishment and overhaul could be included under unscheduled maintenance.

C.5.3.6. Response Time. Contractor shall arrive at the Government site within four (4) hours after notification by the Government that repair service is required unless otherwise noted elsewhere in this contract. Exceptions allowed are justifiable delays beyond the control of the Contractor and without fault or negligence on the Contractor's behalf. If the Contractor's maintenance personnel fail to arrive at the Government site within the prescribed time, the Government shall assess liquidated damages for each hour or part thereof (prorated) that response time (beginning from the time of notification and ending with the time of arrival) exceeds four (4) hours. See Clause 52.211-11.

C.5.3.7. Completion of Repairs. Repair will be completed within 72 hours after notification of repair service requirement unless beyond the control of the Contractor and without fault or negligence on the Contractor's behalf. Repair time begins when the Contractor receives notification and ends when the Government accepts that the equipment is in a fully functional state. If the Contractor's maintenance personnel fail to repair the equipment within the prescribed time, the Government shall assess liquidated damages for each hour or part thereof (prorated) that exceeds seventy-two (72) hours. See Clause 52.211-11.

C.5.3.8. Under the 1990 amendments to the Clean Air Act, chlorofluorocarbon and/or hydrochlorofluorocarbon released during maintenance on equipment under this contract must be captured and disposed of by a licensed contractor to ensure compliance with Federal regulations and guidelines. Refrigerant shall not be vented into the

atmosphere during service, inspection, or minor repair work. On any work that requires removing the refrigerant from the HVAC system, the refrigerant shall be recovered and recycled. Contractor shall abide by the regulation of the Clean Air Act and the EPA, pertaining to the release of refrigerant to the environment.

C.5.3.9. Hot Work Permit: The Contractor shall submit to the Fort Leavenworth Fire Department a request for hot work permits before beginning any welding or torching within buildings. The Contractor shall be responsible for ventilating fumes out of the building as the results of welding or torching work.

C.5.4. MAINTENANCE COVERAGE

C.5.4.1. All equipment that is a part of a covered system shall have the same maintenance coverage as the covered system. When an indoor evaporator or air handling unit of a split system is listed in the worksheet the coverage also is extend to the outdoor condenser or heat exchanger also.

C.5.4.2. The effective date of maintenance service, and the type or model number(s) of the equipment are specified on the Bid Schedule. Items mentioned in paragraph 5.1 shall be included in the lump sum cost for preventive maintenance service.

C.5.4.3. The Contractor shall provide each point of contact listed in the Bid Worksheet accompanying the Bid Schedule with a telephone number where he can be reached 24 hours a day, 7 days a week.

C.5.5. Malfunction Reports. The Contractor shall furnish to each functional point of contact listed in the Bid Worksheet accompanying the Bid Schedule a supply of its Equipment Malfunction / Service Report Forms that may be used by the Government to report date and time of notification and a brief description of equipment malfunction. The Contractor shall furnish to the functional point of contact for the unit serviced that is listed in the Bid Worksheet accompanying the Bid Schedule one completed copy of this report upon completion of each maintenance call. The report shall include as a minimum the following:

- a. Date and time notified.
- b. Date and time of arrival.
- c. Type and model number(s) of machine(s).
- d. Time spent for repair.
- e. Description of malfunction.
- f. Comments as to the cause of the malfunction.

g. General description of parts replaced.

C.5.5.1. Warranty. Repair service to correct the same defects in a machine, which have been previously repaired by the Contractor, will be made at no cost to the Government, if such repairs are requested within 90 calendar days of the previous call.

C.5.6. Charges. Charges for repair service will include the labor charge for the time during which repairmen are on site and actually engaged in work or a one hour minimum charge, whichever is greater, and the charge for the required part.

C.5.7. Billing and Reports.

- a. C.5.7.1. Billing for service calls and repair items shall be on a monthly basis. The statement shall list the date and time of call, the address, work ordered, work completed, appropriate contract line item number(s) and description(s), part(s), quantity, unit amount, and total amount. The billing shall be submitted to the financial point of contact listed for that equipment in the Bid worksheet accompanying the Bid Schedule. The Method of payment will be Government IMPAC Visa Card. The contractor must accept this method of payment.

C.5.7.2. Records and Reports. The Contractor shall keep the following records and the Contractor as described shall provide reports.

- b. Service Calls. The Contractor shall submit an invoice for each service call, detailing information required in paragraph C.5.7.1 above. Invoices shall be provided to the point of contact for the unit serviced that is listed in the Bid Worksheet accompanying the Bid Schedule within 10 days after that service was completed for that unit. These invoices shall be in addition to the monthly statement for payment required for monthly maintenance.
- c. Record of Maintenance and Repairs. The Contractor shall maintain a Record (for each unit) of maintenance performed and of repairs made during the life of the contract. This record shall include the cost of each repair and a total cost for repairs during the previous contract year. These records shall be submitted yearly no later than 31 JUL to the functional POC listed in the Bid Worksheet accompanying the Bid Schedule. The first submission shall be due 31 JUL 04 and shall cover the contract year from 01 JUL 03 to 30 JUN 04. At the end of the contract, these written records shall become the property of the Government and final payment will only be made when the Contractor provides this documentation.

C.5.8. Competency of Contractor Maintenance Personnel. All services under this contract shall be performed by competent personnel experienced and highly qualified to perform the required services in accordance with best commercial practices, without unnecessary delays or interference with Government functions. As a minimum, Contractor personnel shall have two years experience on machines equivalent to those covered by this contract, be certified through trade or technical school in repair/service to commercial HVAC systems, and shall have a current EPA license. No apprentices shall perform work without a qualified technician in attendance. Contractor shall comply with an established apprentice to journeyman ratios identified by the Department of Labor Bureau of Apprenticeship and Training. If the Contractor chooses to use an apprentice with a qualified technician in attendance, the cost will not be passed on to the Government. No third party labor charges will be allowed. Contractor personnel working on R-123 Chillers shall have proof of training in required personal protective equipment (PPE), be certified for working with R123, and shall be trained IAW 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response and other OSHA and EPA regulations.

C.5.9. Quality Control. The Contractor shall develop and execute a Quality Control Plan to ensure compliance with the terms and conditions of this contract. As a minimum, the Quality Control Plan shall contain:

- a. A system to monitor and resolve call backs for the same problem.
- b. A system for the resolution of defects in equipment still unrepaired after a downtime of 8 hours.

C.5.10. Other Assistance. If required repairs are not within the contractor's capabilities, it shall be his/her responsibility to obtain assistance from the OEM or other sources to complete repairs within established time frames. The cost of services from other sources (third party labor) shall be the responsibility of the Contractor.

C.5.11. Damage to Government Equipment or Property. Anything damaged by the Contractor's negligence shall be restored to original condition without cost to the Government.

C.6. MOVEMENT AND RELOCATION OF EQUIPMENT

In the event that equipment being maintained under this contract is moved to another location, the Contractor shall continue to maintain the equipment at that location, unless the movement removes the equipment from the Contractor's service area. Maintenance charges shall be suspended on the day the dismantling of the equipment in preparation for shipment begins. The charges for the Contractor to dismantle and pack the equipment shall be at the hourly rates for unscheduled maintenance during the principal period of maintenance. Shipment to the new installation site shall be at Government expense when the Government relocates equipment (except for damage in transit and reinstallation costs), there shall be no additional charge to the Government to have the equipment again maintained under this contract, provided the following conditions occur prior to relocation:

- a. The Government shall give at least sixty (60) days written notice of the movement of the equipment (less if agreed by the Contractor).
- b. Contractor's personnel shall inspect the equipment and certify in writing that it is in good operating condition. A statement of cosmetic appearance of the equipment shall accompany shipment.
- c. Packing of equipment will be supervised and approved by the Contractor.
- d. Reinstallation will begin within forty-five (45) days of discontinuance of maintenance. This time period may be extended if approved by the Government prior to the shipment (unless agreed to by the Contractor).
- e. Maintenance charges at the new site shall be reinstated the day after completion of installation of the equipment.
- f. Shipment to the new installation site shall be performed by the Contractor.
- g. When the shipment is under the control of the Contractor and damage is incurred which results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs will be at the Contractor's expense.

C.7. PLANNING ASSISTANCE

Any physical planning assistance requested by the Government and provided by the Contractor in connection with installed equipment relating to relocation and/or rearrangement shall be furnished at the hourly rates for unscheduled maintenance during the principal period of maintenance. Any rearrangement of equipment requested by the Government after the initial installation on the identical site shall be at the Government's expense.

C.8. MAINTENANCE OF ALTERATIONS, ATTACHMENTS, SUBSTITUTIONS OR ADDITIONS

- a. If the Government makes alterations, installs attachments, or makes substitutions or additions, to equipment being maintained by the Contractor, maintenance service shall be extended to include the new items.

- b. Should the alterations, attachments, substitutions or additions increase the maintenance costs to the Contractor, additional maintenance charges will be negotiated on an individual equipment basis. If such alterations, attachments, substitutions, or additions create a safety hazard, the Contractor may discontinue maintenance service on the hazardous equipment.
- c. Equipment not under the Contractor's warranty that may be added or substituted shall be subject to inspection by the Contractor. If the equipment is not in good operating condition, labor and parts required to place the equipment in good operating condition shall be provided by the Contractor, and charges for any repair to place the equipment in good operating condition will be borne by the Government. Maintenance charges shall begin on the day after the equipment is placed in good operating condition.
- d. Contractor-sponsored alterations or attachments to Government-owned equipment shall be made only with the consent of the Government, and at no charge. Any such alterations or attachments to the equipment shall not increase the basic maintenance charge(s), but may decrease them if maintenance is made more economical thereby.
- e. The Government will provide time for Contractor-sponsored alternations or attachments within a reasonable time after being notified by the Contractor that such modification is requested. The time required to make the modification shall be outside of the principal period of maintenance hours.
- f. Any additions to subject contract will be done by written modification.

C.9. DELETIONS/ADDITIONS/SUBSTITUTIONS OF EQUIPMENT

C.9.1. Deletions. The Government, with thirty (30) days written notice to the Contractor, may delete equipment from the contract. If the Government determines that, due to Contractor non-performance, equipment is to be removed from the contract and separately maintained by the OEM or another vendor, the Contractor will be responsible for paying all costs associated with the OEM inspection and repair of this equipment.

C.9.2. Additions. The Government, with five (5) days written notice to the Contractor, may add items of equipment to the contract. The cost of maintenance on the added equipment will be the same as the cost of like equipment already priced under the contract. If the added equipment is not similar to any equipment already priced under the contract, the price of the added equipment will be negotiated.

C.9.3. Substitution. At any time during the term of this contract, the Government may replace any equipment maintained under this contract with substitute equipment that is similar or identical to the equipment being replaced. Regardless of the source from which such substitute equipment is obtained, substitute equipment shall be maintained under the terms of this contract, in the same manner as was the equipment replaced.

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52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A,

and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

(1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or

(2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$156.07 per hour of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia,
PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

NA (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I to 52.219-5.

NA (iii) Alternate II to 52.219-5.

NA (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

NA (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

NA (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

NA (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

NA (ii) Alternate I of 52.219-23.

NA (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

NA (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

NA (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

NA (ii) Alternate I of 52.225-3.

NA (iii) Alternate II of 52.225-3.

NA (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

NA (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

NA (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

NA (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

NA (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

NA (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

NA (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

NA (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

NA Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within SIXTY (60) days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within SIXTY (60) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least SIXTY (60) days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed FIVE (5) years.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811412.

(2) The small business size standard is \$6,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

52.225-2 BUY AMERICAN ACT CERTIFICATE (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic and products.

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-3 BUY AMERICAN ACT-- NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use..

Foreign end product means an end product other than a domestic end product.

Israeli end product means an article that--

(1) Is wholly the growth, product, or manufacture of Israel; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in Israel into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country end product means an article that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase

under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Components of foreign origin. Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(c) Implementation. This clause implements the Buy American Act (41 U.S.C. 10a-10d), the North American Free Trade Agreement Implementation Act (NAFTA) (19 U.S.C. 3301 note), and the Israeli Free Trade Area Implementation Act of 1985 (Israeli Trade Act) (19 U.S.C. 2112 note) by providing a preference for domestic end products, except for certain foreign end products that are NAFTA country end products or Israeli end products.

(d) Delivery of end products. The Contracting Officer has determined that NAFTA and the Israeli Trade Act apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only domestic end products except to the extent that, in its offer, it specified delivery of foreign end products in the provision entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate." If the Contractor specified in its offer that the Contractor would supply a NAFTA country end product or an Israeli end product, then the Contractor shall supply a NAFTA country end product, an Israeli end product or, at the Contractor's option, a domestic end product.

(End of clause)

52.225-6 TRADE AGREEMENTS CERTIFICATE (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:-----

(List as necessary),

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

52.228-8 LIABILITY AND INSURANCE--LEASED MOTOR VEHICLES (MAY 1999)

(a) The Government shall be responsible for loss of or damage to--

(1) Leased vehicles, except for (i) normal wear and tear and (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be

made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
 - (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
 - (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner

that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

www.gsa.gov

www.acq.osd.mil/dp/dars/dfars/dfars.html

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

www.gsa.gov

www.acq.osd.mil/dp/dars/dfars/dfars.html

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before

entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

☐ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (☐ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

XX 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

XX 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

- (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
- (2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;
- (3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;
- (4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:
 - (i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.
 - (ii) In addition, the Contractor may establish a program for employee drug testing--
 - (A) When there is a reasonable suspicion that an employee uses illegal drugs; or
 - (B) When an employee has been involved in an accident or unsafe practice;
 - (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
 - (D) As part of a voluntary employee drug testing program.
 - (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
 - (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
 - (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
 - (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

- (1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or

resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

NWK-00100-007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL ,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(End of Clause)

ATTACHMENT I
WAGE RATES

94-2307 MO,KANSAS CITY 06/04/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2307

William W.Gross Division of | Revision No.: 23

Director Wage Determinations| Date Of Last Revision: 05/29/2002

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte

Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.46
Accounting Clerk II	11.70
Accounting Clerk III	13.47
Accounting Clerk IV	16.15
Court Reporter	12.84
Dispatcher, Motor Vehicle	14.39
Document Preparation Clerk	10.51
Duplicating Machine Operator	10.51
Film/Tape Librarian	10.02
General Clerk I	8.88
General Clerk II	10.51
General Clerk III	12.20
General Clerk IV	14.42
Housing Referral Assistant	17.00
Key Entry Operator I	9.37
Key Entry Operator II	11.74
Messenger (Courier)	8.63
Order Clerk I	10.43
Order Clerk II	13.33
Personnel Assistant (Employment) I	12.45
Personnel Assistant (Employment) II	14.19
Personnel Assistant (Employment) III	15.77
Personnel Assistant (Employment) IV	17.15
Production Control Clerk	15.35
Rental Clerk	11.91

Scheduler, Maintenance	12.45
Secretary I	12.45
Secretary II	14.56
Secretary III	17.00
Secretary IV	20.18
Secretary V	22.71
Service Order Dispatcher	19.25
Stenographer I	10.43
Stenographer II	11.91
Supply Technician	20.18
Survey Worker (Interviewer)	12.84
Switchboard Operator-Receptionist	10.23
Test Examiner	14.56
Test Proctor	14.56
Travel Clerk I	9.87
Travel Clerk II	10.67
Travel Clerk III	11.45
Word Processor I	11.06
Word Processor II	13.52
Word Processor III	14.08
Automatic Data Processing Occupations	
Computer Data Librarian	11.72
Computer Operator I	12.63
Computer Operator II	13.56
Computer Operator III	16.95
Computer Operator IV	20.82
Computer Operator V	21.75
Computer Programmer I (1)	18.58
Computer Programmer II (1)	23.82
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.34
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.56
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.03
Automotive Glass Installer	18.59
Automotive Worker	18.59
Electrician, Automotive	19.32
Mobile Equipment Servicer	16.51
Motor Equipment Metal Mechanic	20.03
Motor Equipment Metal Worker	18.59
Motor Vehicle Mechanic	20.03
Motor Vehicle Mechanic Helper	15.47
Motor Vehicle Upholstery Worker	17.54
Motor Vehicle Wrecker	18.59
Painter, Automotive	19.32
Radiator Repair Specialist	18.59
Tire Repairer	15.18
Transmission Repair Specialist	20.03
Food Preparation and Service Occupations	
Baker	11.13
Cook I	9.88

Cook II	11.13	
Dishwasher	7.42	
Food Service Worker	8.16	
Meat Cutter	12.72	
Waiter/Waitress	8.04	
Furniture Maintenance and Repair Occupations		
Electrostatic Spray Painter	18.38	
Furniture Handler	13.64	
Furniture Refinisher	18.38	
Furniture Refinisher Helper	14.72	
Furniture Repairer, Minor	16.69	
Upholsterer	18.38	
General Services and Support Occupations		
Cleaner, Vehicles	8.57	
Elevator Operator	10.79	
Gardener	12.14	
House Keeping Aid I	7.51	
House Keeping Aid II	9.42	
Janitor	9.83	
Laborer, Grounds Maintenance	10.12	
Maid or Houseman	7.70	
Pest Controller	12.18	
Refuse Collector	9.38	
Tractor Operator	11.65	
Window Cleaner	10.63	
Health Occupations		
Dental Assistant	12.10	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		12.16
Licensed Practical Nurse I	11.45	
Licensed Practical Nurse II	12.89	
Licensed Practical Nurse III	14.40	
Medical Assistant	11.31	
Medical Laboratory Technician	12.00	
Medical Record Clerk	12.44	
Medical Record Technician	13.62	
Nursing Assistant I	7.98	
Nursing Assistant II	8.98	
Nursing Assistant III	9.79	
Nursing Assistant IV	10.99	
Pharmacy Technician	12.26	
Phlebotomist	10.21	
Registered Nurse I	16.74	
Registered Nurse II	21.32	
Registered Nurse II, Specialist	21.32	
Registered Nurse III	27.03	
Registered Nurse III, Anesthetist	27.03	
Registered Nurse IV	31.01	
Information and Arts Occupations		
Audiovisual Librarian	17.42	
Exhibits Specialist I	18.48	
Exhibits Specialist II	21.73	
Exhibits Specialist III	25.85	
Illustrator I	16.95	
Illustrator II	19.75	

Illustrator III	23.50	
Librarian	22.55	
Library Technician	11.72	
Photographer I	12.22	
Photographer II	15.71	
Photographer III	16.93	
Photographer IV	20.69	
Photographer V	25.05	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	7.19	
Counter Attendant	7.19	
Dry Cleaner	9.32	
Finisher, Flatwork, Machine	7.19	
Presser, Hand	7.19	
Presser, Machine, Drycleaning	7.19	
Presser, Machine, Shirts	7.19	
Presser, Machine, Wearing Apparel, Laundry		7.19
Sewing Machine Operator	10.00	
Tailor	10.67	
Washer, Machine	7.97	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		18.38
Tool and Die Maker	24.88	
Material Handling and Packing Occupations		
Forklift Operator	13.47	
Fuel Distribution System Operator		15.71
Material Coordinator	18.25	
Material Expediter	18.25	
Material Handling Laborer	14.72	
Order Filler	12.29	
Production Line Worker (Food Processing)		15.32
Shipping Packer	11.32	
Shipping/Receiving Clerk	11.32	
Stock Clerk (Shelf Stocker; Store Worker II)		14.43
Store Worker I	10.73	
Tools and Parts Attendant	15.32	
Warehouse Specialist	15.32	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	19.06	
Aircraft Mechanic Helper	14.72	
Aircraft Quality Control Inspector	19.69	
Aircraft Servicer	16.69	
Aircraft Worker	17.69	
Appliance Mechanic	18.38	
Bicycle Repairer	15.18	
Cable Splicer	23.09	
Carpenter, Maintenance	19.33	
Carpet Layer	17.69	
Electrician, Maintenance	22.89	
Electronics Technician, Maintenance I		17.46
Electronics Technician, Maintenance II		26.65
Electronics Technician, Maintenance III		27.20
Fabric Worker	16.69	
Fire Alarm System Mechanic		19.06

Fire Extinguisher Repairer	15.71	
Fuel Distribution System Mechanic	19.06	
General Maintenance Worker	17.69	
Heating, Refrigeration and Air Conditioning Mechanic		19.06
Heavy Equipment Mechanic	19.06	
Heavy Equipment Operator	19.20	
Instrument Mechanic	19.06	
Laborer	9.52	
Locksmith	18.38	
Machinery Maintenance Mechanic		19.06
Machinist, Maintenance	19.06	
Maintenance Trades Helper	14.72	
Millwright	22.41	
Office Appliance Repairer	18.38	
Painter, Aircraft	20.22	
Painter, Maintenance	18.38	
Pipefitter, Maintenance	25.84	
Plumber, Maintenance	20.98	
Pneudraulic Systems Mechanic	19.06	
Rigger	19.06	
Scale Mechanic	17.69	
Sheet-Metal Worker, Maintenance		22.02
Small Engine Mechanic	17.69	
Telecommunication Mechanic I	20.35	
Telecommunication Mechanic II	21.00	
Telephone Lineman	20.35	
Welder, Combination, Maintenance		19.06
Well Driller	19.06	
Woodcraft Worker	19.06	
Woodworker	15.71	
Miscellaneous Occupations		
Animal Caretaker	8.65	
Carnival Equipment Operator		10.65
Carnival Equipment Repairer		11.36
Carnival Worker	8.61	
Cashier	7.40	
Desk Clerk	8.17	
Embalmer	17.51	
Lifeguard	9.48	
Mortician	18.04	
Park Attendant (Aide)	11.91	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		11.65
Recreation Specialist	13.26	
Recycling Worker	11.72	
Sales Clerk	9.03	
School Crossing Guard (Crosswalk Attendant)		8.61
Sport Official	8.41	
Survey Party Chief (Chief of Party)		15.54
Surveying Aide	9.66	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		13.23
Swimming Pool Operator	13.26	
Vending Machine Attendant	11.03	
Vending Machine Repairer	13.26	
Vending Machine Repairer Helper	11.03	

Personal Needs Occupations		
Child Care Attendant	8.12	
Child Care Center Clerk	11.46	
Chore Aid	7.97	
Homemaker	13.00	
Plant and System Operation Occupations		
Boiler Tender	19.12	
Sewage Plant Operator	18.44	
Stationary Engineer	19.93	
Ventilation Equipment Tender	14.72	
Water Treatment Plant Operator	18.38	
Protective Service Occupations		
Alarm Monitor	12.88	
Corrections Officer	15.72	
Court Security Officer	17.49	
Detention Officer	15.72	
Firefighter	16.92	
Guard I	9.87	
Guard II	16.07	
Police Officer	18.65	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	21.17	
Hatch Tender	18.40	
Line Handler	18.40	
Stevedore I	17.38	
Stevedore II	19.13	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	28.38	
Air Traffic Control Specialist, Station (2)	19.57	
Air Traffic Control Specialist, Terminal (2)	21.56	
Archeological Technician I	13.06	
Archeological Technician II	14.60	
Archeological Technician III	18.09	
Cartographic Technician	20.86	
Civil Engineering Technician	18.62	
Computer Based Training (CBT) Specialist/ Instructor		23.65
Drafter I	14.52	
Drafter II	15.70	
Drafter III	19.48	
Drafter IV	22.71	
Engineering Technician I	15.54	
Engineering Technician II	19.08	
Engineering Technician III	21.95	
Engineering Technician IV	24.41	
Engineering Technician V	29.54	
Engineering Technician VI	32.73	
Environmental Technician	18.62	
Flight Simulator/Instructor (Pilot)	26.93	
Graphic Artist	20.91	
Instructor	22.12	
Laboratory Technician	16.63	
Mathematical Technician	18.62	
Paralegal/Legal Assistant I	13.46	
Paralegal/Legal Assistant II	17.52	

Paralegal/Legal Assistant III	21.42	
Paralegal/Legal Assistant IV	25.92	
Photooptics Technician	16.93	
Technical Writer	21.41	
Unexploded (UXO) Safety Escort	18.04	
Unexploded (UXO) Sweep Personnel	18.04	
Unexploded Ordnance (UXO) Technician I	18.04	
Unexploded Ordnance (UXO) Technician II	21.83	
Unexploded Ordnance (UXO) Technician III	26.16	
Weather Observer, Combined Upper Air and Surface Programs (3)		15.72
Weather Observer, Senior (3)	19.15	
Weather Observer, Upper Air (3)	15.72	
Transportation/ Mobile Equipment Operation Occupations		
Bus Driver	15.27	
Parking and Lot Attendant	8.67	
Shuttle Bus Driver	12.71	
Taxi Driver	10.65	
Truckdriver, Heavy Truck	17.81	
Truckdriver, Light Truck	12.71	
Truckdriver, Medium Truck	17.05	
Truckdriver, Tractor-Trailer	17.81	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.